

ORDINANCE No.

1134004

COUNCIL BILL No.

106761

AN ORDINANCE granting to U.S. Sprint Communications Company, its successors and assigns, a renewable twenty-five year permit to construct, maintain, and operate conduit and fiber optic cable under and across and within the Burke-Gilman Trail and related street rights-of-way, specifying the conditions, and providing for acceptance.

Law Department

The City of Seattle--Legisla

REPORT OF COMMITTEE

Honorable President:

Your Committee on

PARKS AND PUBLICto which was referred the within Council Bill No. 106761
report that we have considered the same and respectfully recommendPASS 2-0 6/1/88SIBONGA
STREET

COMPTROLLER FILE No.

Introduced: <u>MAY 31 1988</u>	By: <u>SIBONGA</u>
Referred: <u>MAY 31 1988</u>	To: <u>Parks + Public Grounds</u>
Referred:	To:
Referred:	To:
Reported: <u>JUN 6 1988</u>	Second Reading: <u>JUN 6 1988</u>
Third Reading: <u>JUN 6 1988</u>	Signed: <u>JUN 6 1988</u>
Presented to Mayor: <u>JUN 6 1988</u>	Approved: <u>JUN 13 1988</u>
Returned to City Clerk: <u>JUN 13 1988</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

OK

Committee Chair

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on

PARKS AND Public Grounds

to which was referred the within Council Bill No.

106761

report that we have considered the same and respectfully recommend that the same:

PASS 2-0 6/1/88

SIBONGA
STREET

Committee Chair

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RSE:bjw
5/25/88

ORDINANCE

114004

AN ORDINANCE granting to U.S. Sprint Communications Company, its successors and assigns, a renewable twenty-five year permit to construct, maintain, and operate conduit and fiber optic cable under and across and within the Burke-Gilman Trail and related street rights-of-way, specifying the conditions, and providing for acceptance.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There hereby is granted to the U.S. Sprint Communications Company, a New York general partnership, its successors and assigns, (hereinafter "U.S. Sprint"), subject to terms and conditions hereinafter provided in Exhibit A, attached hereto and incorporated herein by this reference, permission to construct, maintain and operate conduit and fiber optic cable under, across and within the Burke-Gilman Trail and related street right-of-ways.

Section 2. The permission herein granted to U.S. Sprint, shall be for a period of twenty-five years from the effective date of this ordinance and shall cease and terminate at 11:59 p.m. on the last day of the twenty-five year period; provided, however, that upon the application of U.S. Sprint, the City Council may, by resolution, renew said permit for an additional twenty-five year period, provided that the total term of the permission as thus extended shall not exceed fifty (50) years, subject to the right of the City, by ordinance, to then revise any of the conditions herein.

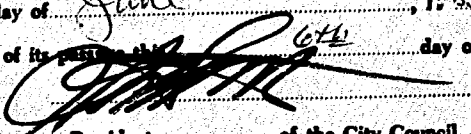
Section 3. U.S. Sprint shall forfeit, and shall be deemed to have abandoned the permission granted by this ordinance, unless within sixty (60) days after the approval of this ordinance, U.S. Sprint delivers to the Superintendent of Parks

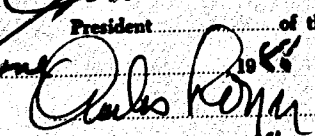
1 and Recreation, for filing in the Office of the City Clerk, a
2 written executed acceptance of the benefits of this ordinance
3 and the permission herein conferred subject to all the terms,
4 conditions, restrictions, restraints, specifications and
5 requirements hereby imposed.
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(To be used for all Ordinances except Emergency.)

Section 4... This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 6th day of June, 1988
and signed by me in open session in authentication of its passage this 6th day of June, 1988.

President of the City Council.

Approved by me this 13th day of June, 1988.

Mayor.

Filed by me this 13th day of June, 1988.

Attest: Norman J. Brooks
City Comptroller and City Clerk.

(SEAL)

By: Margaret Carter
Deputy Clerk.

Published.....

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Agmt Filed
114004

AGREEMENT

THIS AGREEMENT is entered into this 20th day of June, 1988 between US Sprint Communications Company, a New York general partnership (hereinafter "US Sprint"), and The City of Seattle, a municipal corporation of the State of Washington (hereinafter the "City"). By this Agreement, the City agrees to grant US Sprint a non-exclusive permit to construct four (4) underground conduits and fiber optic cable (hereinafter the "Project") within the Burke-Gilman Trail, a legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, and maintain the Project as part of a fiber optic telecommunications network subject to the following terms and conditions:

1. **Term**

This Agreement shall terminate at 11:59 p.m. of the last day of the twenty-fifth (25th) year from the effective date of City Ordinance 114004 (hereinafter the "Ordinance"). Should US Sprint wish to renew the permit granted by this Agreement, US Sprint shall so notify the City in writing not less than six (6) months prior to the expiration date. The City may, but shall not be obligated to, renew said permit for a period not to exceed twenty-five years on terms and conditions substantially similar to the ones contained herein. Upon expiration of the permit or any extension thereof, any items not removed by US Sprint shall be deemed abandoned and

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become the property of the City. US Sprint shall repair any damage to the Burke-Gilman Trail caused by the removal and restore the Trail to as good as or better condition than existed just prior to the removal at no cost to the City.

2. Fee

A. Upon execution of this Agreement, US Sprint shall pay to the City the sum of One Hundred Eighteen Thousand Eight Hundred and No/100 Dollars (\$118,800.00).

B. In addition, upon the completion of construction of the Project, including pulling cable and complete restoration of the Burke-Gilman Trail and final inspection and approval as set forth below, US Sprint shall pay a construction easement fee calculated by multiplying the total number of weeks and/or parts of weeks required for construction by Twelve Thousand One Hundred Eighty-Five and No/100 Dollars (\$12,185.00). The City shall inspect and/or reinspect the Project within five days of being notified by US Sprint in writing that the Project is completed. The City shall approve the Project or notify US Sprint of the changes or corrections that must be made for City approval. US Sprint shall make said changes or corrections prior to notifying the City that the Project is ready for reinspection. The fee shall be due and payable

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upon final inspection and approval of the Project by the Department of Parks and Recreation.

3. Public Benefit

A. For an amount up to and not to exceed Four Hundred Thousand Dollars (\$400,000.00) US Sprint shall acquire from the necessary entities, the permanent right to place, maintain, use and operate a one-mile extension of the Burke-Gilman Trail and shall design and construct thereon the one-mile extension of the trail. At a minimum, said design and construction shall meet the standards and specifications of the Engineering Department and the Department of Parks and Recreation for bicycle and jogging trails respectively. The acquisition and construction of the one-mile extension shall be completed within one (1) year of the effective date of the Ordinance. Upon completion of the one-mile extension, US Sprint shall transfer all rights in the extension to the City.

Alternatively, the City may elect to have US Sprint pay to the City the sum of Four Hundred Thousand Dollars (\$400,000.00) to be used for extension or other improvements to the Burke-Gilman Trail. Such election shall be made by the City within ninety (90) days of the effective date of the Ordinance.

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In the event that US Sprint begins acquisition of the right for and/or construction of the one-mile extension and for any reason fails to complete construction of the extension, US Sprint shall pay to the City the sum of Four Hundred Thousand Dollars (\$400,000.00) less an amount equal to the value of the rights acquired and any construction completed as reasonably determined by the City. The City shall be entitled to require US Sprint to transfer the rights thus acquired and any interests in any construction completed of the extension to the City at no additional cost.

B. US Sprint shall design, construct, and/or supply certain improvements to Matthews Beach Park, the cost of which shall not exceed Fifty Thousand and No/100 Dollars (\$50,000) within one (1) year of the effective date of the Ordinance. The nature of said improvements shall be subject to the approval to the Department of Parks and Recreation. US Sprint may elect to pay to the City the sum of \$50,000 in lieu of designing, construction and/or supplying said improvements, which shall be used primarily for improvements to Matthews Beach Park.

C. As more fully detailed and described in the Construction Documents, US Sprint, its contractors and agents, shall construct a jogging trail to Department of Parks

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and Recreation standards adjoining the east edge of the paved bicycle trail, said jogging trail to be three feet (3') in width with a minimum of three inches (3") of compacted type 1 crushed rock.

4. US Sprint Right of Entry for Maintenance and Repair

US Sprint shall have the right to enter into and upon the Burke-Gilman Trail to make necessary repairs and perform necessary maintenance to the conduits and fiber optic cable. US Sprint shall obtain the Department of Parks and Recreation's approval in accordance with its "Policy on the Use of Park Lands by Public and Private Utilities" which is incorporated herein by this reference.

5. Insurance

While this Agreement is in effect, US Sprint shall, at its own expense, maintain and keep on file with the City, an Owners and Contractors Protective Liability policy in a form acceptable to the City Attorney, naming the City of Seattle as Insured, in limits not less than \$1,000,000 each occurrence Bodily Injury and \$1,000,000 each occurrence/ \$1,000,000 aggregate Property Damage. This policy will protect the City from claims in connection with construction, reconstruction, operation, maintenance, use or existence of the conduits and fiber optic cable permitted by this

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Agreement. The coverage provided by this policy to the City of Seattle shall not be cancelled or reduced as to coverage before the expiration date thereof without 30 days written notice mailed to the City of Seattle.

While this Agreement is in effect, US Sprint shall, at its own expense, maintain Comprehensive General Liability insurance in limits not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage covering US Sprint's activities, including the use or occupation of all or any portion of the Burke-Gilman Trail, and claims in connection with activity performed by US Sprint pursuant to this Agreement. Said Comprehensive General Liability insurance policy shall name The City of Seattle as an additional insured.

6. Construction Activities

A. US Sprint, its contractors and agents, shall obtain all of the necessary permits and approvals required by applicable State and City laws, ordinances, rules and regulations and shall perform all work in conformance to such requirements as may be set forth therein.

B. US Sprint, its contractors and agents, shall perform all construction related to the placement of the conduits and fiber optic cable including but not limited to

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stabilization of slopes, and provisions for drainage, in accordance with the construction documents attached hereto as Exhibit B (hereinafter the "Construction Documents"). Said construction shall not deviate from the Construction Documents without the prior approval of the City.

C. US Sprint, its contractors and agents, shall have the right of ingress and egress across adjacent public property to locations identified on the Construction Documents. Said access by working personnel and necessary equipment shall not unduly block or impede use of the adjacent park facilities, parking areas or other uses by the general public.

D. US Sprint, its contractors and agents, shall provide flaggers, signs, coning and/or other safety precautions during all times of construction activity. During periods of construction which require blocking or crossing the paved bicycle trail, all pedestrian and bicycle traffic shall be rerouted over the public rights-of-way, on routes approved by the Department of Parks and Recreation. US Sprint shall leave no trenches open or other safety hazards during non-working hours unless it is necessary to do so. If so, US Sprint shall securely fence said hazardous area and provide appropriate warnings to trail users.

E. The placement and storage of any and all personal property, equipment and/or materials of any kind within the Burke-Gilman Trail right-of-way shall be the complete responsibility and at the sole risk of US Sprint, its contractors and agents and shall only occur during normal working hours. During non-working hours (evenings, weekends and holidays), the storage of equipment and/or materials shall be at staging areas outside the pedestrian/bicycle corridor at locations approved by the Department of Parks and Recreation.

F. US Sprint, its contractors and agents, agree to protect trees, plantings, grass and asphalt surfaces, irrigation facilities, retaining walls and drainage and any other park improvement from the activities authorized by this Agreement, and to repair or replace any such park improvements which may be damaged or destroyed to as good as or better than condition as existed prior to the beginning of the construction authorized by this Agreement. US Sprint shall warrant all construction authorized by this Agreement and any repairs or replacements of park improvements for a period of three (3) years from the date of completion of work. Any deficiencies or failures in any construction or any repairs or replacements of park improvements or real property within said three (3) year warranty period shall be replaced by and at the sole cost

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and expense of US Sprint, its contractors or agents. To ensure compliance with this requirement, US Sprint shall secure and maintain in force, during the entire three (3) year warranty period, a performance bond approved by the City Attorney as to form and sufficiency in an amount not less than fifteen (15) percent of the total cost of the construction authorized under this Agreement. Satisfactory evidence of said bond shall be provided to the Department of Parks and Recreation, who shall be given thirty (30) days prior written notice of any material change, cancellation, expiration or non-renewal of said bond.

G. The Department of Parks and Recreation shall determine and be the sole the judge of whether the construction and repair and replacements of parks improvements conform to the Construction Documents, and the standards and specifications for similar park improvements.

H. All construction activity shall occur between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday only. No construction shall occur during evenings, weekends or holidays. The Department of Parks and Recreation reserves the right to further limit access to and availability of the site at other times of intensive scheduled use for special events.

I. US Sprint, its contractors and agents, shall be required to coordinate with the Seattle Engineering Department, Pam Miller, Project Manager, or a designated replacement, at 684-5179 and its contractor as to location, access times and construction schedule as related to the storm sewer project entitled "Lake Washington North, Windermere/Union Bay, Contract 2B."

J. US Sprint shall reimburse the City for the cost of a soils consultant, hired by the City to review the proposed construction by US Sprint and to recommend solutions for potential problems. Should any of the restoration or other mitigation measures relating to soil and slope stability fail within the three (3) year warranty period, US Sprint shall further reimburse the City for any additional cost related to soils consultants hired to review said failed restoration.

K. US Sprint shall reimburse the City for the cost of a full time construction inspector, to be selected by the Department of Parks and Recreation, to monitor the day-to-day construction and restoration required by this Agreement. Said inspector shall be supervised by the Parks Engineer.

L. Specific construction methods and restoration requirements such as compaction, fabric slope stabilization, retaining walls, asphalt replacement and types of replacement vegetation which are not specifically identified within this Agreement and the Construction Documents, shall be subject to approval of the Department of Parks and Recreation prior to their implementation.

M. Any and all markers designating the location of US Sprint's facilities installed under this agreement shall be located flush with the ground and a minimum of two feet (2') from the edge of the paved bicycle trail or crushed rock jogging trail. Design and locations for said markers must be approved by the Department of Parks and Recreation prior to installation. Vertical above ground signs will not be allowed.

N. US Sprint, its contractors and agents, shall notify the Chief Surveyor of the Department of Parks and Recreation at 684-4954 and provide all information and access during construction to facilitate the survey of "as-built" locations for all conduits, junction boxes and other related facilities.

O. Upon the completion of construction, US Sprint shall provide the Department of Parks and Recreation with one (1) complete set of reproducible mylar "as-built" drawings

showing the location of all conduits, park improvements, and other facilities constructed under this Agreement.

P. The City shall own any and all trails, park improvements, repair, replacements other than the conduits and fiber optic cable, and other facilities constructed under this Agreement.

Q. US Sprint shall be solely responsible for all work and expense associated with the temporary or permanent removal, replacement and/or relocation of its conduit and fiber optic cable necessitated by future construction activities of the City. The City shall exercise all reasonable efforts to minimize the disruption of US Sprint services and shall notify US Sprint a minimum of thirty days prior to any anticipated disruption. The City shall not be liable for any losses suffered by US Sprint as a result of any such disruption.

7. Other Terms and Conditions.

A. Indemnification. US Sprint hereby agrees to indemnify, hold harmless and defend (including reasonable attorney's fees) the City, and any officer, employee or agent thereof, (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims of, and liability to, third parties (other than liability solely

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and entirely the fault of the Indemnified Party) arising from or in connection with the acts, errors or omissions of US Sprint or its officers, employees or agents, in performing the work permitted by this Agreement.

B. Assignment. Neither party shall assign or subcontract its obligations under this Agreement, in whole or in part, without the other party's written consent, which shall not be unreasonably withheld. Notwithstanding the above, US Sprint may assign to an affiliate without prior consent of the City.

C. Applicable Law. This Agreement shall be governed by the laws of the State of Washington, and the Charter and Ordinances of the City. The venue of any action hereunder shall be in the Superior Court for King County, Washington.

D. City's Instructions. During the term of this Agreement, US Sprint will be responsible for ensuring that its employees, and agents, whenever on the City's premises, obey all applicable instructions and directions issued or published by the City.

E. Notices. All notices and other material to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

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If to City:

Jo Rekhi, Parks Engineer

Seattle Parks and Recreation Dept.

100 Dexter North

Seattle, WA 98109

If to US Sprint:

Jim Lindhome

US Sprint

9300 Metcalf

Suite 838

Overland Park, Kansas 66212

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

F. Waiver. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other whether express or implied, shall not constitute a waiver of or consent to, or excuse for any different or subsequent breach.

G. Equal Employment During the performance of this contract, US Sprint agrees as follows:

US Sprint will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. US Sprint will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. US Sprint agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the project manager setting forth the provisions of this nondiscrimination clause.

US Sprint will, prior to commencement and during the term of this contract, furnish to the Director of Human Rights (as used herein Director means the Director of the Human Rights

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Department or his/her designee) upon his/her request and on such form as may be provided by the Director therefor, a report of the affirmative action taken by US Sprint in implementing the terms of these provisions, and will permit access to its records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director for the purposes of investigation to determine compliance with this provision.

If upon investigation the Director finds probable cause to believe that US Sprint has failed to comply with any of the terms of these provisions, US Sprint and the contracting authority shall be so notified in writing. The contracting authority shall give US Sprint an opportunity to be heard, after ten (10) days' notice. If the contracting authority concurs in the findings of the Director, it may suspend the contract and/or withhold any funds due or to become due to US Sprint, pending compliance by US Sprint with the terms of these provisions.

Failure to comply with any of the terms of these provisions shall be a material breach of this contract.

The foregoing provisions will be inserted in all subcontracts for work covered by this contract.

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H. Severability Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

I. Amendments The parties reserve the right to amend or modify this Agreement. Amendments shall be in writing and executed by both parties.

J. Cumulation of Remedies All remedies available at law or in equity to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

K. Taxes US Sprint must pay all applicable state, local or federal taxes including but not limited, to state and local business and occupation taxes, taxes on US Sprint's gross or net income, leasehold excise taxes and personal property taxes levied or assessed on personal property to which the City does not hold title.

L. Force Majeure; Suspension and Termination
In the event that either party is unable to perform its obligations under this Agreement, or to enjoy any of its benefits because of natural disaster or actions or decrees of governmental bodies (hereinafter referred to as a "Force

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Majeure Event" or "Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, the affected party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may terminate this Agreement by giving written notice to the other.

M. Acts of Insolvency The City may terminate this Agreement by written notice to US Sprint if US Sprint becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

N. Captions Captions are for convenient reference only and do not limit or change the obligations of the parties.

O. Hazards Substances US Sprint shall be responsible for the handling, release, use, and removal in accordance with all federal, state and local laws and regulations

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of any hazardous substance utilized or found in connection with performance of any portion of this Agreement and shall indemnify and hold harmless the City for all costs and damages associated therewith.

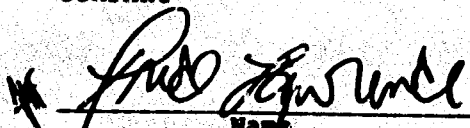
P. Entire Agreement This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between US Sprint and the City. This Agreement supersedes any other oral or written representation between the City and US Sprint.

It is understood that the terms and conditions stated herein are binding upon both parties and their respective successors and assigns.

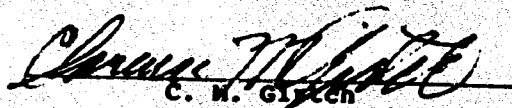
IN WITNESS WHEREOF, the parties hereto have affixed their signature below:

US SPRINT COMMUNICATIONS
COMPANY


THE CITY OF SEATTLE


Name
Fred Lawrence

Executive Vice President
Title


C. M. Glavin

Acting Superintendent
Department of Parks & Recreation


Name
Terry J. Yake
Vice President


Ordinance No. 114004

Title

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

I certify that I know or have satisfactory evidence that Fred Lawrence and Terry J. Yake signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the general partners of US SPRINT COMMUNICATIONS COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

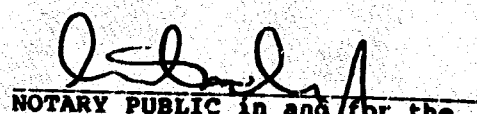
Dated: June 17, 1988


NOTARY PUBLIC in and for the
State of Kansas, residing
at 9300 Metcalf, Overland Park, KS. My
appointment expires 12/31/90.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that C. M. GIRTCH signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ACTING SUPERINTENDENT of the DEPARTMENT OF PARKS AND RECREATION of THE CITY OF SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JUNE 20, 1988


NOTARY PUBLIC in and for the
State of Washington, residing
at SEATTLE. My
appointment expires 5/26/89.

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City of Seattle

Executive Department-Office of Management and Budget

James P. Ritch, Director
Charles Royer, Mayor



May 25, 1988

The Honorable Douglas Jewett
City Attorney
City of Seattle

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Parks and Recreation

SUBJECT: Authorization for the Department of Parks and Recreation to enter into an agreement with the U.S. Sprint Corporation to install fiber optic cable in the Burke-Gilman trail right of way subject to conditions and in return for compensation and public benefits.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation to your office for review and drafting.

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Tom Byers.

Sincerely,

Charles Royer
Mayor

by

JAMES P. RITCH
Budget Director

JR/ts/la

Enclosure

cc: Acting Superintendent, Parks

9768

#839577-01173

Okay
9/13

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C-520-X

City of Seattle

ORDINANCE 114004

AN ORDINANCE granting to U. S. Sprint Communications Company, its successors and assigns, a renewable twenty-five year permit to construct, maintain, and operate conduit and fiber optic cable under, and across and within the Burke-Gilman Trail and related street rights-of-way, specifying the conditions, and providing for acceptance.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There hereby is granted to the U. S. Sprint Communications Company, a New York general partnership, its successors and assigns (hereinafter "U. S. Sprint"), subject to terms and conditions hereinafter provided in Exhibit A, attached hereto and incorporated herein by this reference, permission to construct, maintain and operate conduit and fiber optic cable under, across and within the Burke-Gilman Trail and related street rights-of-way.

Section 2. The permission herein granted to U. S. Sprint, shall be for a period of twenty-five years from the effective date of this ordinance and shall cease and terminate at 11:59 p. m. on the last day of the twenty-five year period; provided, however, that upon the application of U. S. Sprint, the City Council may, by resolution, renew said permit for an additional twenty-five year period, provided that the total term of the permission as thus extended shall not exceed fifty (50) years, subject to the right of the City, by ordinance, to then revise any of the conditions hereto.

Section 3. U. S. Sprint shall forfeit, and shall be deemed to have abandoned the permission granted by this ordinance, unless within sixty (60) days after the approval of this ordinance, U. S. Sprint delivers to the Superintendent of Parks and Recreation, for filing in the Office of the City Clerk, a written extended acceptance of the benefits of this ordinance and the permission herein conferred subject to all the terms, conditions, restrictions, restraints, specifications and requirements hereby imposed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 6th day of June, 1988, and signed by me in open session in substantiation of its passage this 6th day of June, 1988.

SAM SMITH,
President of the City Council
Approved by me this 13th day of June, 1988.

CHARLES MOYER,
Mayor

Filed by me this 13th day of June, 1988.
Attest: NORWARD J. BROOKS,
City Controller and City Clerk.
(Seal) By MARGARET CARTER,
Deputy Clerk.

Publication ordered by NORWARD J. BROOKS, Controller & City Clerk.
Date of official publication in Daily Journal of Commerce, Seattle, June 21, 1988.
(C-520-X)

Affidavit of Publication

STATE OF WASHINGTON KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

Ordinance No. 114004

was published on June 21, 1988

Subscribed and sworn to before me on

June 21, 1988

Notary Public for the State of Washington,
residing in Seattle.

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TIME AND FEE STAMP

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THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

Delores Sitonga

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____

PRESIDENT'S SIGNATURE

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